

4. Defendant, GC Services Limited Partnership is a foreign limited partnership engaged in the business of collecting debt in this state with its principal place of business located in Harris County, in the state of Texas. The principal purpose of Defendant is the collection of debts in this state and Defendant regularly attempts to collect debts alleged to be due another and maybe served through their registered agent CT Corporation located at 350 N. St. Paul, Suite 2900, Dallas, Texas 75201.

5. Defendant is engaged in the collection of debts from consumers using the mail and telephone. Defendant regularly attempts to collect consumer debts alleged to be due to another. Defendant is a “debt collector” as defined by the FDCPA, 15 U.S.C. § 1692a(6).

IV. FACTUAL ALLEGATIONS

6. Upon information and belief, within one year prior to the filing of this complaint, Defendant placed collection calls to Plaintiff, seeking and demanding payment for an alleged consumer debt owed under an account number.

7. The debt that Defendant is attempting to collect on is an alleged obligation of a consumer to pay money arising out of a transaction in which the money, property, insurance or services which are the subject of the transaction are primarily for personal, family, or household purposes, whether or not such obligation has been reduced to judgment.

8. Upon information and belief, Defendant began contacting Plaintiff and placing collection calls to Plaintiff prior to May 29, 2012.

9. Upon information and belief, within one year preceding the date of this complaint, Defendant, in connection with an attempt to collect on an alleged debt, lied to and/or mislead Plaintiff, telling her that itself would garnish her wages, when it cannot.

10. Upon information and belief, Plaintiff is already currently being garnished for the alleged debt by the current creditor, and not Defendant.

11. Upon information and belief, within one year prior to the filing of this complaint, Defendant lied to Plaintiff telling her it would take her to court itself and make her responsible for its fees and costs, during a call to her while she was working, without her consent, after she already gave Defendant reason to know that such calls inconvenienced her and/or were prohibited.

12. As a result of the acts alleged above, Plaintiff suffered emotional distress resulting in her feeling stressed, and embarrassed, amongst other negative emotions.

V. **COUNTS**

COUNT – VIOLATIONS OF THE FDCPA

13. Plaintiff repeats and realleges and incorporates by reference to the foregoing paragraphs.

14. Defendant violated the FDCPA. Defendant's violations include, but are not limited to, the following:

- (a) Defendant violated §1692f of the FDCPA by using unfair or unconscionable means in connection with the collection of an alleged debt; and
- (b) Defendant violated §1692e(10) of the FDCPA by using false, deceptive, or misleading representation or means in connection with the collection of Plaintiff's alleged debt; and
- (c) Defendant violated §1692e(2)(B) of the FDCPA by falsely representing the services rendered or compensation which may be lawfully received by the Defendant for the collection of the alleged debt; and
- (d) Defendant violated §1692e(5) of the FDCPA by threatening to take action that it did not intend to take; and
- (e) Defendant violated §1692e(4) of the FDCPA by giving the representation or implication that nonpayment of any debt will result in the garnishment of the wages of Plaintiff, without intending to take said action; and
- (f) Defendant violated §1692a(3) by calling Plaintiff's place of employment with knowledge or the reason to know that the consumer's employer prohibits the consumer from receiving such communication, without the prior consent of Plaintiff given directly to Defendant or the express permission of a court of competent jurisdiction.

15. Defendant's acts as described above were done intentionally with the purpose of coercing Plaintiff to pay the alleged debt.

16. As a result of the foregoing violations of the FDCPA, Defendant is liable to the plaintiff Renalda Pharr for actual damages, statutory damages, and costs and attorney fees.

WHEREFORE, Plaintiff respectfully requests that judgment be entered against defendant GC Services Limited Partnership, for the following:

- A. Actual damages.
- B. Statutory damages pursuant to 15 U.S.C. § 1692k.
- C. Costs and reasonable attorney fees pursuant to 15 U.S.C. § 1692k.
- D. For such other and further relief as the Court may deem just and proper.

Respectfully submitted,

By/s/ Kim Lucas

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DEMAND FOR JURY TRIAL

Please take notice that plaintiff Renalda Pharr demands trial by jury in this action.